

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000008824
Goodyear Tire & Rubber Co
PO Box 92489
Chicago IL 60675
USA

Contract ID 00000000000000000000000013735		Page 1 of 3
Contract Dates 07/21/2008 to 07/21/2010		Origin CPS
Description: CPS - TIRES		Contract Maximum \$9,999,999.00
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #: 330-796-4603

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PASSENGER CAR TIRES PRICING BASED ON CURRENT PRICE LIST LESS 48%	EA	0.01000	0.00	0.00
2		LIGHT TRUCK TIRES PRICING BASED ON CURRENT PRICE LIST LESS: BIAS: 40% RADIAL: 46%	EA	0.01000	0.00	0.00
3		MEDIUM/HEAVY DUTY TRUCK TIRES PRICING BASED ON CURRENT PRICE LIST LESS 42%, EXCLUDING MEDIUM TRUCK D/139	EA	0.01000	0.00	0.00
4		MEDIUM TRUCK D/139 PRICING BASED ON CURRENT PRICE LIST LESS 30%	EA	0.01000	0.00	0.00
5		POLICE PRICING BASED ON CURRENT PRICE LIST LESS 50%	EA	0.01000	0.00	0.00
6		TIRE MOUNTING PASSENGER CAR AND LIGHT TRUCK: \$8.50 MEDIUM TRUCK: \$21.85 HEAVY TRUCK: \$25.20	EA	0.01000	0.00	0.00
7		BALANCING: SPIN BALANCE: PASSENGER CAR AND LIGHT TRUCK: \$10.00 COMPUTER BALANCE: PASSENGER CAR AND LIGHT TRUCK: \$10.00 MEDIUM TRUCK: \$27.30 HEAVY TRUCK: \$30.70, BALANCED WITH "EQUAL".	EA	0.01000	0.00	0.00
8		ALIGNMENT: CAR: \$64.95 LIGHT TRUCK UP TO HALF TON: \$64.95 LIGHT TRUCK OVER HALF TON: \$64.95 MEDIUM AND HEAVY TRUCK: \$109.00 FRONT AXLE CHECK	EA	0.01000	0.00	0.00
9		TIRE DISPOSAL: AUTO/POLICE: \$3.50 LIGHT TRUCK: \$3.50 MEDIUM COMMERCIAL: \$12.00 SMALL OTR (UP TO 17.5-25): \$25.00 LARGE OTR (20.5 AND LARGER) \$50.00	EA	0.01000	0.00	0.00
10		OTR BIAS PRICING BASED ON CURRENT PRICE LIST LESS 20%	EA	0.01000	0.00	0.00
11		OTR RADIAL PRICING BASED ON CURRENT PRICE LIST LESS 20%	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE TIRES TO VERMONT STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: JULY 21, 2008 - JULY 21, 2010, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

STATE PRICING IS AVAILABLE ON THE FOLLOWING WEBSITE: WWW.GODYEAR.COM/GOV

PRICING IS BASED ON GOODYEAR PRICE LISTS IN EFFECT AT TIME OF ORDER, LESS APPLICABLE DISCOUNTS.

ORDERING: ORDERS WILL BE PLACED THROUGH AUTHORIZED GOODYEAR PARTICIPATING DEALERS. ORDERS MAY BE PLACED ONLY WITH THOSE AUTHORIZED DEALERS THAT HOLD A CONTRACT WITH THE STATE OF VERMONT.

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DEBBIE FREAR TEL: 330-786-4603 TOLL FREE: 888-453-0021, 1 FAX: 330-796-3404 EMAIL: debbie_frear@goodyear.com						

CONTRACTOR ACCEPTS VISA PURCHASE CARD AS A FORM OF PAYMENT. NO DISCOUNTS ARE GIVEN FOR THE USE OF THE VISA PURCHASE CARD.

TIRES ORDERED FROM THIS CONTRACT WILL BE DELIVERED ANYWHERE WITHIN VERMONT, FREE OF CHARGE.

ITEMS SUPPLIED UNDER THIS CONTRACT MUST MEET ALL APPLICABLE FEDERAL, STATE AND ASTM SPECIFICATIONS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR TIRES AND TUBES ISSUED 09/25/2007 AND VENDOR'S RESPONSE DATED 10/15/2007.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED

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AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

STATE OF VERMONT PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 04/28/08 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title:

Title:

Email: _____

Email: _____